



Caremoli USA, Inc.

8603 Derrington Rd
Houston, TX 77064

**EXHIBIT 7
TO
COMPLAINT**

Purchase Order

Phone #	(515)-233-1255
Fax #	(515)-233-2933

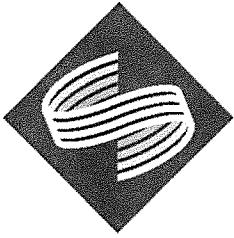
Date	P.O. No.
12/7/2015	6201H-Rev2

Vendor
Shrieve Chemical Products PO BOX 671667 Dallas, TX 75267-1667

Ship To
Caremoil USA, Inc 8603 Derrington Road Houston, TX 77064

Terms	Requested Delivery Date
	12/7/2015

Item	Description	Qty	Rate	U/M	Amount
H_GSP_003_D	Grade B Haryana Splits-1000kg totes Payment schedule as follows: 100 MT/month starting February 2016	300	1,832.37241	MT	549,714.00
			Total	\$549,714.00	



Shrieve

Invoice

Shrieve Chemical Products Inc

PO Box 671667
Dallas, TX 75267 1667
ABA#111000753 Acct#1881217291
P: (281) 367-4226 F: (281) 367-0071

DATE SHIPPED	12/30/2015
SOLD TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States
SHIPPED TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States

INVOICE DATE	12/30/2015
INVOICE NUMBER	4100037
OUR ORDER NO.	144727
YOUR ORDER NO.	6201H-Rev2
F.O.B.	Houston, TX
SHIPPED VIA	Customer Pickup
FREIGHT	Collect

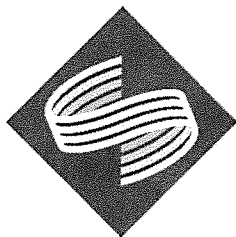
TERMS Net 30 days

DESCRIPTION	QUANTITY	PRICE	AMOUNT
90-92/93%/Grade A/B Split P/U: 144727 Ship Date 12/30/2015	100.0000 Metric Tons @ 1,832.3724 per MTON		\$183,237.24
<p><i>Thank you for your business!</i> <i>SDS for ALL items - Available upon request</i></p>			
Page 1 of 1	Customer Original	INVOICE TOTAL	\$183,237.24

PLEASE REMIT TO Shrieve Chemical Products Inc ABA#111000753 Acct#1881217291 PO Box 671667 Dallas, TX 75267 1667

GENERAL TERMS AND CONDITIONS

1. **APPLICATION:** These General Terms and Conditions ("Terms and Conditions") will apply to all sales of product ("Product") by Shrieve Chemical Company or Shrieve Chemical Products, Inc. and are incorporated into a Sales Agreement, if any, or purchase order (the General Terms and Conditions, singly or in combination with the Sales Agreement or purchase order, referred to herein as the, "Agreement"). In the event of a conflict between the Terms and Conditions and the specific provisions of the Sales Agreement, the specific provisions of the Sales Agreement shall control.
2. **TERMS OF PAYMENT:** Buyer agrees to timely make payment for the full amount of Seller's invoice in U.S. Dollars, without discount, adjustment, or setoff, within thirty (30) days (or such other number of days as may be agreed in writing) from the date of invoice and if not paid on or before said date will be deemed past due. Interest shall be charged on all past due amounts owed by Buyer hereunder at an interest rate equal to the lesser of (i) 5% per annum and (ii) the maximum rate permitted by law, from the payment due date until paid in full.
3. **PERFORMANCE ASSURANCE:** In the event that Seller determines that the creditworthiness or future performance of the Buyer is impaired or unsatisfactory, Seller may (i) suspend deliveries of Product, (ii) require prepayment by wire transfer at least two business days prior to a scheduled shipment of Product, and/or (iii) require collateral in the form of either cash, letter(s) of credit, guaranty, or other security acceptable to Seller at least three business days prior to a scheduled shipment of Product.
4. **INSPECTIONS:** Buyer shall, at its own cost and expense, inspect the Product furnished hereunder immediately after delivery. Buyer's failure to give written notice to Seller of any claim for non-conforming Product within three days from the date of delivery shall constitute acceptance of the Product and a waiver of claims with respect thereto.
5. **WARRANTY/LIMITATION:** As its sole warranty, Seller warrants to Buyer that, at the earlier of the time title to the Product passes to Buyer or risk of loss to the Product passes to Buyer: (i) the Product shall conform to the specifications set forth in the Agreement and (ii) title to the Product shall be free from any security interest, lien or encumbrance. EXCEPT AS SPECIFICALLY SET FORTH IN THE PRECEDING SENTENCE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER AND ITS AFFILIATES HAVE NOT MADE, DO NOT MAKE, AND EXPRESSLY DISCLAIM ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, AS TO THE MERCHANTABILITY, QUANTITY, CONDITION, OR QUALITY OF THE PRODUCT OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE AND THE PRODUCT IS SOLD "AS IS." WITHOUT LIMITATION ON THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL SELLER OR ANY OF ITS AFFILIATES BE LIABLE OR HAVE ANY RESPONSIBILITY TO BUYER OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST EARNINGS, LOST PROFITS, OR BUSINESS INTERRUPTION. Seller's total liability and expense for any claim related indirectly or directly to the Product or this Agreement shall not exceed the purchase price of the portion of the Product in respect to which such claim is made.
6. **DEFAULT/REMEDIES:** Upon the occurrence of any of the following events (a "Default"): (i) Seller shall not have received a payment due from Buyer by the date such payment is due, and such failure shall remain for a period of two days; (ii) the failure by Buyer to provide Performance Assurance when due; (iii) the failure of Buyer to perform any other obligation in the Agreement and such failure is not excused or cured within three business days after written notice thereof; (iv) the filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under bankruptcy, insolvency, reorganization or similar law or otherwise becoming bankrupt or insolvent (however evidenced) or being generally unable to pay its debts as they become due; (vi) dissolution or merger of the Buyer and transfer of a substantial part of the Buyer's assets, THEN Seller may, in its discretion and without notice to Buyer, do any one or more of the following: (i) suspend performance under the Agreement; (ii) terminate the Agreement, whereby any and all obligations of Buyer, including payment and deliveries shall, at the option of the Seller, become immediately due and payable or deliverable, as applicable; (iii) set-off against any amount that Seller (or any of its affiliates) owes to Buyer (or any of its affiliates) under the Agreement or any other agreement between or among any such parties; and/or (iv) initiate legal action to recover amounts due and owing. If Seller suspends performance and withholds delivery of Product as permitted above, it may sell the Product to a third party and add all reasonable costs resulting from Buyer's default, including without limitation, all costs associated with the transportation (including demurrage and other vessel or shipping related charges), storage, and sale of Product to the amount owed by Buyer. Termination for any reason whatsoever will not relieve Buyer of its obligation to pay any unpaid balance due Seller under this Agreement, but shall relieve Seller of any obligation to make additional deliveries.
7. **FORCE MAJEURE:** Seller shall not be liable to Buyer for failure to perform under the Agreement to the extent such failure was caused by a Force Majeure Event. As used herein, "Force Majeure Event" shall mean any cause or event not reasonably within the control of the Seller. Upon providing notice of a Force Majeure Event to Buyer, Seller shall be relieved of its obligation, from the onset of the Force Majeure Event, to make delivery of Product to the extent and for the duration of the Force Majeure Event, and shall not be deemed to have failed in such obligations to Buyer during such occurrence or event. For the duration of the Force Majeure Event, the Seller may allocate available supply of Product among customers or terminate the Agreement if the Force Majeure Event lasts more than sixty days. Under no circumstances shall Seller be obligated to cure deficiencies in deliveries of Product caused by a Force Majeure Event.
8. **INDEMNITY:** To the fullest extent permitted by law, Buyer shall defend, protect, indemnify, and save Seller, its affiliates and their respective officers, directors, and employees (collectively, "Indemnitees") harmless from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, without limitation, attorney's fees and expenses) and costs of every kind and character due for any reason whatsoever, including personal injuries, death, damage to property, damage to the environment, regardless of whether such harm is to Buyer, Indemnitees, the employees or officers of either or any other person (collectively, "Liabilities/Claims"), arising out of or in any way incident to (i) possession, use, transportation, unloading, storage or handling of Product at or after the time title to the Product passes to Buyer; (ii) Buyer's, or Buyer's agents, subcontractors or subsequent purchasers, or any of their employees, use, misuse, or disposal of the Product (including, without limitation, liability for environmental pollution); (iii) use or misuse of rail cars or motor vehicles, except in each case under subsection (i) through (iii) above that Buyer shall not be liable for loss or damage resulting from the sole negligence of the Indemnitees. Buyer's duty of indemnification shall survive the termination of this Agreement or the cessation of business transactions between Buyer and Seller.
9. **COMPLIANCE:** Buyer shall comply fully with all applicable U.S. and non-U.S. laws and regulations in its performance of the Agreement and shall neither take nor refrain from taking any action that could result in liability for either Buyer or Seller under applicable law, including without limitation, the U.S. Foreign Corrupt Practices Act, the OECD Anti-Bribery Convention or any other applicable anti-bribery law or treaty, or those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (31 CFR Chapter V) or the U.S. Commerce Department's Bureau of Industry and Security (15 CFR Parts 730 et seq.). Buyer's breach of the preceding sentence shall constitute cause for immediate termination of the Agreement and Buyer shall be liable for payment of all costs, fines or penalties assessed on Buyer and/or Seller.
10. **GOVERNING LAW:** The Agreement and its execution, performance, interpretation, construction and enforcement shall be governed by the laws of the State of Texas, without regard to its conflicts of law rules.
11. **AMENDMENT; SEVERABILITY:** Neither party shall claim amendment, modification, or release of any provisions hereof unless the same is in writing. In the event any term or provision of this Agreement shall be found by a court of competent jurisdiction to be unenforceable, such term or provision shall be null and void but shall not affect the validity or enforceability of any other term or provision of the Agreement.
12. **CONFIDENTIALITY:** Except as may be agreed to in writing by the affected party, or as may be necessary to perform obligations herein, Buyer and Seller shall maintain in confidence all information disclosed in connection with the Agreement.



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P: (281) 367-4226 F: (281) 367-0071

DATE SHIPPED	12/30/2015
SOLD TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States
SHIPPED TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States

INVOICE DATE	12/30/2015
INVOICE NUMBER	4100038
OUR ORDER NO.	144727
YOUR ORDER NO.	6201H-Rev2
F.O.B.	Houston, TX
SHIPPED VIA	Customer Pickup
FREIGHT	Collect

TERMS Net 30 days

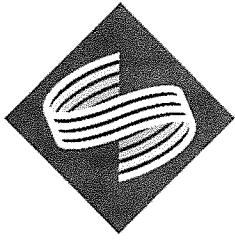
Due Date March 1, 2016

DESCRIPTION	QUANTITY	PRICE	AMOUNT
90-92/93%/Grade A/B Split P/U: 144727 Ship Date 12/30/2015	100.0000 Metric Tons @ 1,	832.3724 per MTON	\$183,237.24
<p><i>Thank you for your business!</i> <i>SDS for ALL items - Available upon request</i></p>			
Page 1 of 1	Customer Original	INVOICE TOTAL	\$183,237.24

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Invoice

Shrieve Chemical Products Inc

PO Box 671667
Dallas, TX 75267 1667
ABA#111000753 Acct#1881217291
P: (281) 367-4226 F: (281) 367-0071

DATE SHIPPED	12/30/2015
SOLD TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States
SHIPPED TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States

INVOICE DATE	12/30/2015
INVOICE NUMBER	4100039
OUR ORDER NO.	144727
YOUR ORDER NO.	6201H-Rev2
F.O.B.	Houston, TX
SHIPPED VIA	Customer Pickup
FREIGHT	Collect

TERMS Net 30 days

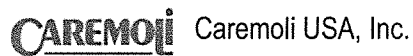
Due Date April 1, 2016

DESCRIPTION	QUANTITY	PRICE	AMOUNT
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<p><i>Thank you for your business!</i> <i>SDS for ALL items - Available upon request</i></p>			
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Caremoli USA, Inc.

8603 Derrington Rd
Houston, TX 77064

Purchase Order

Phone #	(515)-233-1255
Fax #	(515)-233-2933

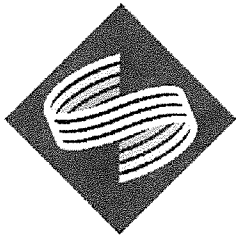
Date	P.O. No.
10/15/2015	6077H

Vendor
Shrieve Chemical Products PO BOX 671667 Dallas, TX 75267-1667

Ship To
Caremoil USA, Inc 8603 Derrington Road Houston, TX 77064

Terms	Requested Delivery Date
	10/15/2015

Item	Description	Qty	Rate	U/M	Amount
H_GSP_002_D	Guar Split Rajasthan 90%. Payment schedule as follows: 100 MT/month starting Jan 2016	700	1,832.37241	MT	1,282,666.00
			Total	\$1,282,666.00	



Shrieve

Invoice

Shrieve Chemical Products Inc

PO Box 671667
Dallas, TX 75267 1667
ABA#111000753 Acct#1881217291
P: (281) 367-4226 F: (281) 367-0071

DATE SHIPPED	11/18/2015
SOLD TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States
SHIPPED TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States

INVOICE DATE	11/18/2015
INVOICE NUMBER	4100028
OUR ORDER NO.	144318
YOUR ORDER NO.	6077H
F.O.B.	Houston, TX
SHIPPED VIA	Customer Pickup
FREIGHT	Collect

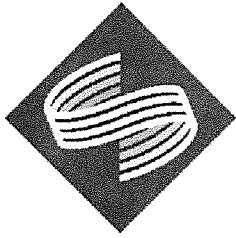
TERMS Net 30 days

DESCRIPTION	QUANTITY	PRICE	AMOUNT
90-92/93%/Grade A/B Split P/U: 144318 Cust.#: 1 Ship Date 11/18/2015	100.0000 Metric Tons @ 1,832.3724 per MTON		\$183,237.24
<p><i>Thank you for your business!</i> <i>SDS for ALL items - Available upon request</i></p>			
Page 1 of 1	Customer Original	INVOICE TOTAL	\$183,237.24

PLEASE REMIT TO Shrieve Chemical Products Inc ABA#111000753 Acct#1881217291 PO Box 671667 Dallas, TX 75267 1667

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2. **TERMS OF PAYMENT:** Buyer agrees to timely make payment for the full amount of Seller's invoice in U.S. Dollars, without discount, adjustment, or setoff, within thirty (30) days (or such other number of days as may be agreed in writing) from the date of invoice and if not paid on or before said date will be deemed past due. Interest shall be charged on all past due amounts owed by Buyer hereunder at an interest rate equal to the lesser of (i) 5% per annum and (ii) the maximum rate permitted by law, from the payment due date until paid in full.
3. **SECURITY INTEREST/SET-OFF:** Buyer grants to Seller a security interest in the Product and the receivables associated with the sale of the Product to secure payment of the purchase price of the Product. Seller reserves the right to set-off against any amount that Seller (or any affiliates) owe to Buyer (or any of its affiliates) under the Agreement or any other agreement between or among the parties.
4. **PERFORMANCE ASSURANCE:** In the event that Seller determines that the creditworthiness or future performance of the Buyer is impaired or unsatisfactory, Seller may (i) suspend deliveries of Product, (ii) require prepayment by wire transfer at least two business days prior to a scheduled shipment of Product, and/or (iii) require collateral in the form of either cash, letter(s) of credit, guaranty, or other security acceptable to Seller at least three business days prior to a scheduled shipment of Product.
5. **INSPECTIONS/MEASUREMENTS:** Buyer shall, at its own cost and expense, inspect the Product furnished hereunder immediately after delivery. Buyer's failure to give written notice to Seller of any claim for non-conforming Product within three days from the date of delivery shall constitute acceptance of the Product and a waiver of claims with respect thereto. Seller's weights and measurements, absent manifest error, shall be accepted as conclusive evidence of the quantity of Product delivered.
6. **WARRANTY/LIMITATION:** As its sole warranty, Seller warrants to Buyer that, at the earlier of the time title to the Product passes to Buyer or risk of loss to the Product passes to Buyer: (i) the Product shall conform to the specifications set forth in the Agreement and (ii) title to the Product shall be free from any security interest, lien or encumbrance. EXCEPT AS SPECIFICALLY SET FORTH IN THE PRECEDING SENTENCE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER AND ITS AFFILIATES HAVE NOT MADE, DO NOT MAKE, AND EXPRESSLY DISCLAIM ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, AS TO THE MERCHANTABILITY, QUANTITY, CONDITION, OR QUALITY OF THE PRODUCT OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE AND THE PRODUCT IS SOLD "AS IS," WITHOUT LIMITATION ON THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL SELLER OR ANY OF ITS AFFILIATES BE LIABLE OR HAVE ANY RESPONSIBILITY TO BUYER OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST EARNINGS, LOST PROFITS, OR BUSINESS INTERRUPTION. Seller's total liability and expense for any claim related indirectly or directly to the Product or this Agreement shall not exceed the purchase price of the portion of the Product in respect to which such claim is made.
7. **DEFAULT/REMEDIES:** Upon the occurrence of any of the following events (a "Default"): (i) Seller shall not have received a payment due from Buyer by the date such payment is due, and such failure shall remain for a period of two days; (ii) the failure by Buyer to provide Performance Assurance when due; (iii) the failure of Buyer to perform any other obligation in the Agreement and such failure is not excused or cured within three business days after written notice thereof; (iv) the filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under bankruptcy, insolvency, reorganization or similar law or otherwise becoming bankrupt or insolvent (however evidenced) or being generally unable to pay its debts as they become due; (v) dissolution or merger of the Buyer and transfer of a substantial part of the Buyer's assets, THEN Seller may, in its discretion and without notice to Buyer, do any one or more of the following: (i) suspend performance under the Agreement; (ii) terminate the Agreement, whereby any and all obligations of Buyer, including payment and deliveries shall, at the option of the Seller, become immediately due and payable or deliverable, as applicable; (iii) set-off against any amount that Seller (or any of its affiliates) owes to Buyer (or any of its affiliates) under the Agreement or any other agreement between or among any such parties or foreclose on its security interest; and/or (iv) initiate legal action to recover amounts due and owing. If Seller suspends performance and withholds delivery of Product as permitted above, it may sell the Product to a third party and add all reasonable costs resulting from Buyer's default, including without limitation, all costs associated with the transportation (including demurrage and other vessel or shipping related charges), storage, and sale of Product to the amount owed by Buyer. Termination for any reason whatsoever will not relieve Buyer of its obligation to pay any unpaid balance due Seller under this Agreement, but shall relieve Seller of any obligation to make additional deliveries.
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Shrieve

Invoice

Shrieve Chemical Products Inc

PO Box 671667
Dallas, TX 75267 1667
ABA#111000753 Acct#1881217291
P: (281) 367-4226 F: (281) 367-0071

DATE SHIPPED	12/01/2015
SOLD TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States
SHIPPED TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States

INVOICE DATE	12/01/2015
INVOICE NUMBER	4100029
OUR ORDER NO.	144318
YOUR ORDER NO.	6077H
F.O.B.	Houston, TX
SHIPPED VIA	Customer Pickup
FREIGHT	Collect

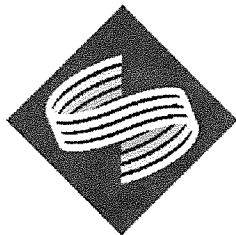
TERMS Net 30 days

DESCRIPTION	QUANTITY	PRICE	AMOUNT
90-92/93%/Grade A/B Split P/U: 144318 Cust.#: 2 Ship Date 12/01/2015	100.0000 Metric Tons @ 1,	832.3724 per MTON	\$183,237.24
<p><i>Thank you for your business!</i> <i>SDS for ALL items - Available upon request</i></p>			
Page 1 of 1	Customer Original	INVOICE TOTAL	\$183,237.24

PLEASE REMIT TO Shrieve Chemical Products Inc ABA#111000753 Acct#1881217291 PO Box 671667 Dallas, TX 75267 1667

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Shrieve

Invoice

Shrieve Chemical Products Inc

PO Box 671667
Dallas, TX 75267 1667
ABA#111000753 Acct#1881217291
P: (281) 367-4226 F: (281) 367-0071

DATE SHIPPED	12/01/2015
SOLD TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States
SHIPPED TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States

INVOICE DATE	12/01/2015
INVOICE NUMBER	4100030
OUR ORDER NO.	144318
YOUR ORDER NO.	6077H
F.O.B.	Houston, TX
SHIPPED VIA	Customer Pickup
FREIGHT	Collect

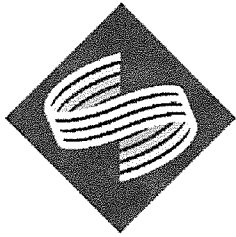
TERMS Net 30 days

DESCRIPTION	QUANTITY	PRICE	AMOUNT
90-92/93%/Grade A/B Split P/U: 144318 Cust.#: 3 Ship Date 12/01/2015	100.0000 Metric Tons @ 1,832.3724 per MTON		\$183,237.24
<p><i>Thank you for your business!</i> <i>SDS for ALL items - Available upon request</i></p>			
Page 1 of 1	Customer Original	INVOICE TOTAL	\$183,237.24

PLEASE REMIT TO Shrieve Chemical Products Inc ABA#111000753 Acct#1881217291 PO Box 671667 Dallas, TX 75267 1667

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Shrieve

Invoice

Shrieve Chemical Products Inc

PO Box 671667
Dallas, TX 75267 1667
ABA#111000753 Acct#1881217291
P: (281) 367-4226 F: (281) 367-0071

DATE SHIPPED	12/01/2015
SOLD TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States
SHIPPED TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States

INVOICE DATE	12/01/2015
INVOICE NUMBER	4100031
OUR ORDER NO.	144318
YOUR ORDER NO.	6077H
F.O.B.	Houston, TX
SHIPPED VIA	Customer Pickup
FREIGHT	Collect

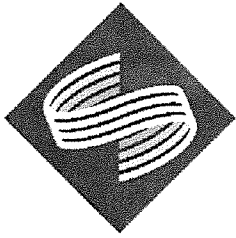
TERMS Net 30 days

DESCRIPTION	QUANTITY	PRICE	AMOUNT
90-92/93%/Grade A/B Split P/U: 144318 Cust.#: 4 Ship Date 12/01/2015	100.0000 Metric Tons @ 1,	832.3724 per MTON	\$183,237.24
<p><i>Thank you for your business!</i> <i>SDS for ALL items - Available upon request</i></p>			
Page 1 of 1	Customer Original	INVOICE TOTAL	\$183,237.24

PLEASE REMIT TO	Shrieve Chemical Products Inc ABA#111000753 Acct#1881217291 PO Box 671667 Dallas, TX 75267 1667
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GENERAL TERMS AND CONDITIONS (Invoices)

1. **APPLICATION:** These General Terms and Conditions ("Terms and Conditions") will apply to all sales of product ("Product") by Shrieve Chemical Company or Shrieve Chemical Products, Inc. and are incorporated into a Sales Agreement, if any, or purchase order (the General Terms and Conditions, singly or in combination with the Sales Agreement or purchase order, referred to herein as the, "Agreement"). In the event of a conflict between the Terms and Conditions and the specific provisions of the Sales Agreement, the specific provisions of the Sales Agreement shall control.
2. **TERMS OF PAYMENT:** Buyer agrees to timely make payment for the full amount of Seller's invoice in U.S. Dollars, without discount, adjustment, or setoff, within thirty (30) days (or such other number of days as may be agreed in writing) from the date of invoice and if not paid on or before said date will be deemed past due. Interest shall be charged on all past due amounts owed by Buyer hereunder at an interest rate equal to the lesser of (i) 5% per annum and (ii) the maximum rate permitted by law, from the payment due date until paid in full.
3. **SECURITY INTEREST/SET-OFF:** Buyer grants to Seller a security interest in the Product and the receivables associated with the sale of the Product to secure payment of the purchase price of the Product. Seller reserves the right to set-off against any amount that Seller (or any affiliates) owe to Buyer (or any of its affiliates) under the Agreement or any other agreement between or among the parties.
4. **PERFORMANCE ASSURANCE:** In the event that Seller determines that the creditworthiness or future performance of the Buyer is impaired or unsatisfactory, Seller may (i) suspend deliveries of Product, (ii) require prepayment by wire transfer at least two business days prior to a scheduled shipment of Product, and/or (iii) require collateral in the form of either cash, letter(s) of credit, guaranty, or other security acceptable to Seller at least three business days prior to a scheduled shipment of Product.
5. **INSPECTIONS/MEASUREMENTS:** Buyer shall, at its own cost and expense, inspect the Product furnished hereunder immediately after delivery. Buyer's failure to give written notice to Seller of any claim for non-conforming Product within three days from the date of delivery shall constitute acceptance of the Product and a waiver of claims with respect thereto. Seller's weights and measurements, absent manifest error, shall be accepted as conclusive evidence of the quantity of Product delivered.
6. **WARRANTY/LIMITATION:** As its sole warranty, Seller warrants to Buyer that, at the earlier of the time title to the Product passes to Buyer or risk of loss to the Product passes to Buyer: (i) the Product shall conform to the specifications set forth in the Agreement and (ii) title to the Product shall be free from any security interest, lien or encumbrance. EXCEPT AS SPECIFICALLY SET FORTH IN THE PRECEDING SENTENCE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER AND ITS AFFILIATES HAVE NOT MADE, DO NOT MAKE, AND EXPRESSLY DISCLAIM ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, AS TO THE MERCHANTABILITY, QUANTITY, CONDITION, OR QUALITY OF THE PRODUCT OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE AND THE PRODUCT IS SOLD "AS IS," WITHOUT LIMITATION ON THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL SELLER OR ANY OF ITS AFFILIATES BE LIABLE OR HAVE ANY RESPONSIBILITY TO BUYER OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST EARNINGS, LOST PROFITS, OR BUSINESS INTERRUPTION. Seller's total liability and expense for any claim related indirectly or directly to the Product or this Agreement shall not exceed the purchase price of the portion of the Product in respect to which such claim is made.
7. **DEFAULT/REMEDIES:** Upon the occurrence of any of the following events (a "Default"): (i) Seller shall not have received a payment due from Buyer by the date such payment is due, and such failure shall remain for a period of two days; (ii) the failure by Buyer to provide Performance Assurance when due; (iii) the failure of Buyer to perform any other obligation in the Agreement and such failure is not excused or cured within three business days after written notice thereof; (iv) the filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under bankruptcy, insolvency, reorganization or similar law or otherwise becoming bankrupt or insolvent (however evidenced) or being generally unable to pay its debts as they become due; (vi) dissolution or merger of the Buyer and transfer of a substantial part of the Buyer's assets, THEN Seller may, in its discretion and without notice to Buyer, do any one or more of the following: (i) suspend performance under the Agreement; (ii) terminate the Agreement, whereby any and all obligations of Buyer, including payment and deliveries shall, at the option of the Seller, become immediately due and payable or deliverable, as applicable; (iii) set-off against any amount that Seller (or any of its affiliates) owes to Buyer (or any of its affiliates) under the Agreement or any other agreement between or among any such parties or foreclose on its security interest; and/or (iv) initiate legal action to recover amounts due and owing. If Seller suspends performance and withholds delivery of Product as permitted above, it may sell the Product to a third party and add all reasonable costs resulting from Buyer's default, including without limitation, all costs associated with the transportation (including demurrage and other vessel or shipping related charges), storage, and sale of Product to the amount owed by Buyer. Termination for any reason whatsoever will not relieve Buyer of its obligation to pay any unpaid balance due Seller under this Agreement, but shall relieve Seller of any obligation to make additional deliveries.
8. **FORCE MAJEURE:** Seller shall not be liable to Buyer for failure to perform under the Agreement to the extent such failure was caused by a Force Majeure Event. As used herein, "Force Majeure Event" shall mean any cause or event not reasonably within the control of the Seller. Upon providing notice of a Force Majeure Event to Buyer, Seller shall be relieved of its obligation, from the onset of the Force Majeure Event, to make delivery of Product to the extent and for the duration of the Force Majeure Event, and shall not be deemed to have failed in such obligations to Buyer during such occurrence or event. For the duration of the Force Majeure Event, the Seller may allocate available supply of Product among customers or terminate the Agreement if the Force Majeure Event lasts more than sixty days. Under no circumstances shall Seller be obligated to cure deficiencies in deliveries of Product caused by a Force Majeure Event.
9. **INDEMNITY:** To the fullest extent permitted by law, Buyer shall defend, protect, indemnify, and save Seller, its affiliates and their respective officers, directors, and employees (collectively, "Indemnitees") harmless from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, without limitation, attorney's fees and expenses) and costs of every kind and character due for any reason whatsoever, including personal injuries, death, damage to property, damage to the environment, regardless of whether such harm is to Buyer, Indemnitees, the employees or officers of either or any other person (collectively, "Liabilities/Claims"), arising out of or in any way incident to (i) possession, use, transportation, unloading, storage or handling of Product at or after the time title to the Product passes to Buyer; (ii) Buyer's, or Buyer's agents, subcontractors or subsequent purchasers, or any of their employees, use, misuse, or disposal of the Product (including, without limitation, liability for environmental pollution); (iii) use or misuse of rail cars or motor vehicles, except in each case under subsection (i) through (iii) above that Buyer shall not be liable for loss or damage resulting from the sole negligence of the Indemnitees. Buyer's duty of indemnification shall survive the termination of this Agreement or the cessation of business transactions between Buyer and Seller.
10. **GOVERNING LAW:** The Agreement and its execution, performance, interpretation, construction and enforcement shall be governed by the laws of the State of Texas, without regard to its conflicts of law rules.
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Shrieve

Invoice

Shrieve Chemical Products Inc

PO Box 671667
Dallas, TX 75267 1667
ABA#111000753 Acct#1881217291
P: (281) 367-4226 F: (281) 367-0071

DATE SHIPPED	12/01/2015
SOLD TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States
SHIPPED TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States

INVOICE DATE	12/01/2015
INVOICE NUMBER	4100032
OUR ORDER NO.	144318
YOUR ORDER NO.	6077H
F.O.B.	Houston, TX
SHIPPED VIA	Customer Pickup
FREIGHT	Collect

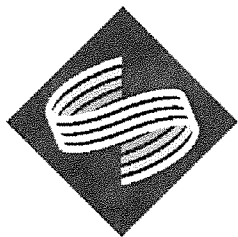
TERMS Net 30 days

DESCRIPTION	QUANTITY	PRICE	AMOUNT
90-92/93%/Grade A/B Split P/U: 144318 Cust.#: 5 Ship Date 12/01/2015	100.0000 Metric Tons @ 1,832.3724 per MTON		\$183,237.24
<p><i>Thank you for your business!</i> <i>SDS for ALL items - Available upon request</i></p>			
Page 1 of 1	Customer Original	INVOICE TOTAL	\$183,237.24

PLEASE REMIT TO	Shrieve Chemical Products Inc ABA#111000753 Acct#1881217291 PO Box 671667 Dallas, TX 75267 1667
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GENERAL TERMS AND CONDITIONS (Invoices)

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2. **TERMS OF PAYMENT:** Buyer agrees to timely make payment for the full amount of Seller's invoice in U.S. Dollars, without discount, adjustment, or setoff, within thirty (30) days (or such other number of days as may be agreed in writing) from the date of invoice and if not paid on or before said date will be deemed past due. Interest shall be charged on all past due amounts owed by Buyer hereunder at an interest rate equal to the lesser of (i) 5% per annum and (ii) the maximum rate permitted by law, from the payment due date until paid in full.
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Shrieve

Invoice

Shrieve Chemical Products Inc

PO Box 671667
Dallas, TX 75267 1667
ABA#111000753 Acct#1881217291
P: (281) 367-4226 F: (281) 367-0071

DATE SHIPPED	12/01/2015
SOLD TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States
SHIPPED TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States

INVOICE DATE	12/01/2015
INVOICE NUMBER	4100033
OUR ORDER NO.	144318
YOUR ORDER NO.	6077H
F.O.B.	Houston, TX
SHIPPED VIA	Customer Pickup
FREIGHT	Collect

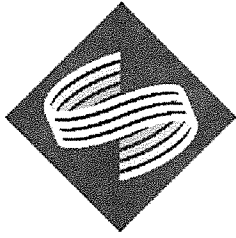
TERMS Net 30 days

DESCRIPTION	QUANTITY	PRICE	AMOUNT
90-92/93%/Grade A/B Split P/U: 144318 Cust.#: 6 Ship Date 12/01/2015	100.0000 Metric Tons @ 1,	832.3724 per MTON	\$183,237.24
<p><i>Thank you for your business!</i> <i>SDS for ALL items - Available upon request</i></p>			
Page 1 of 1	Customer Original	INVOICE TOTAL	\$183,237.24

PLEASE REMIT TO Shrieve Chemical Products Inc ABA#111000753 Acct#1881217291 PO Box 671667 Dallas, TX 75267 1667

GENERAL TERMS AND CONDITIONS (Invoices)

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SOLD TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States
SHIPPED TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States

INVOICE DATE	12/01/2015
INVOICE NUMBER	4100034
OUR ORDER NO.	144318
YOUR ORDER NO.	6077H
F.O.B.	Houston, TX
SHIPPED VIA	Customer Pickup
FREIGHT	Collect

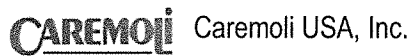
TERMS Net 30 days

DESCRIPTION	QUANTITY	PRICE	AMOUNT
90-92/93%/Grade A/B Split P/U: 144318 Cust.#: 7 Ship Date 12/01/2015	100.0000 Metric Tons @ 1,	832.3724 per MTON	\$183,237.24
<p><i>Thank you for your business!</i> <i>SDS for ALL items - Available upon request</i></p>			
Page 1 of 1	Customer Original	INVOICE TOTAL	\$183,237.24

PLEASE REMIT TO Shrieve Chemical Products Inc ABA#111000753 Acct#1881217291 PO Box 671667 Dallas, TX 75267 1667

GENERAL TERMS AND CONDITIONS (Invoices)

1. **APPLICATION:** These General Terms and Conditions ("Terms and Conditions") will apply to all sales of product ("Product") by Shrieve Chemical Company or Shrieve Chemical Products, Inc. and are incorporated into a Sales Agreement, if any, or purchase order (the General Terms and Conditions, singly or in combination with the Sales Agreement or purchase order, referred to herein as the, "Agreement"). In the event of a conflict between the Terms and Conditions and the specific provisions of the Sales Agreement, the specific provisions of the Sales Agreement shall control.
2. **TERMS OF PAYMENT:** Buyer agrees to timely make payment for the full amount of Seller's invoice in U.S. Dollars, without discount, adjustment, or setoff, within thirty (30) days (or such other number of days as may be agreed in writing) from the date of invoice and if not paid on or before said date will be deemed past due. Interest shall be charged on all past due amounts owed by Buyer hereunder at an interest rate equal to the lesser of (i) 5% per annum and (ii) the maximum rate permitted by law, from the payment due date until paid in full.
3. **SECURITY INTEREST/SET-OFF:** Buyer grants to Seller a security interest in the Product and the receivables associated with the sale of the Product to secure payment of the purchase price of the Product. Seller reserves the right to set-off against any amount that Seller (or any affiliates) owe to Buyer (or any of its affiliates) under the Agreement or any other agreement between or among the parties.
4. **PERFORMANCE ASSURANCE:** In the event that Seller determines that the creditworthiness or future performance of the Buyer is impaired or unsatisfactory, Seller may (i) suspend deliveries of Product, (ii) require prepayment by wire transfer at least two business days prior to a scheduled shipment of Product, and/or (iii) require collateral in the form of either cash, letter(s) of credit, guaranty, or other security acceptable to Seller at least three business days prior to a scheduled shipment of Product.
5. **INSPECTIONS/MEASUREMENTS:** Buyer shall, at its own cost and expense, inspect the Product furnished hereunder immediately after delivery. Buyer's failure to give written notice to Seller of any claim for non-conforming Product within three days from the date of delivery shall constitute acceptance of the Product and a waiver of claims with respect thereto. Seller's weights and measurements, absent manifest error, shall be accepted as conclusive evidence of the quantity of Product delivered.
6. **WARRANTY/LIMITATION:** As its sole warranty, Seller warrants to Buyer that, at the earlier of the time title to the Product passes to Buyer or risk of loss to the Product passes to Buyer: (i) the Product shall conform to the specifications set forth in the Agreement and (ii) title to the Product shall be free from any security interest, lien or encumbrance. EXCEPT AS SPECIFICALLY SET FORTH IN THE PRECEDING SENTENCE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER AND ITS AFFILIATES HAVE NOT MADE, DO NOT MAKE, AND EXPRESSLY DISCLAIM ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, AS TO THE MERCHANTABILITY, QUANTITY, CONDITION, OR QUALITY OF THE PRODUCT OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE AND THE PRODUCT IS SOLD "AS IS." WITHOUT LIMITATION ON THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL SELLER OR ANY OF ITS AFFILIATES BE LIABLE OR HAVE ANY RESPONSIBILITY TO BUYER OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST EARNINGS, LOST PROFITS, OR BUSINESS INTERRUPTION. Seller's total liability and expense for any claim related indirectly or directly to the Product or this Agreement shall not exceed the purchase price of the portion of the Product in respect to which such claim is made.
7. **DEFAULT/REMEDIES:** Upon the occurrence of any of the following events (a "Default"): (i) Seller shall not have received a payment due from Buyer by the date such payment is due, and such failure shall remain for a period of two days; (ii) the failure by Buyer to provide Performance Assurance when due; (iii) the failure of Buyer to perform any other obligation in the Agreement and such failure is not excused or cured within three business days after written notice thereof; (iv) the filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under bankruptcy, insolvency, reorganization or similar law or otherwise becoming bankrupt or insolvent (however evidenced) or being generally unable to pay its debts as they become due; (vi) dissolution or merger of the Buyer and transfer of a substantial part of the Buyer's assets, THEN Seller may, in its discretion and without notice to Buyer, do any one or more of the following: (i) suspend performance under the Agreement; (ii) terminate the Agreement, whereby any and all obligations of Buyer, including payment and deliveries shall, at the option of the Seller, become immediately due and payable or deliverable, as applicable; (iii) set-off against any amount that Seller (or any of its affiliates) owes to Buyer (or any of its affiliates) under the Agreement or any other agreement between or among any such parties or foreclose on its security interest; and/or (iv) initiate legal action to recover amounts due and owing. If Seller suspends performance and withholds delivery of Product as permitted above, it may sell the Product to a third party and add all reasonable costs resulting from Buyer's default, including without limitation, all costs associated with the transportation (including demurrage and other vessel or shipping related charges), storage, and sale of Product to the amount owed by Buyer. Termination for any reason whatsoever will not relieve Buyer of its obligation to pay any unpaid balance due Seller under this Agreement, but shall relieve Seller of any obligation to make additional deliveries.
8. **FORCE MAJEURE:** Seller shall not be liable to Buyer for failure to perform under the Agreement to the extent such failure was caused by a Force Majeure Event. As used herein, "Force Majeure Event" shall mean any cause or event not reasonably within the control of the Seller. Upon providing notice of a Force Majeure Event to Buyer, Seller shall be relieved of its obligation, from the onset of the Force Majeure Event, to make delivery of Product to the extent and for the duration of the Force Majeure Event, and shall not be deemed to have failed in such obligations to Buyer during such occurrence or event. For the duration of the Force Majeure Event, the Seller may allocate available supply of Product among customers or terminate the Agreement if the Force Majeure Event lasts more than sixty days. Under no circumstances shall Seller be obligated to cure deficiencies in deliveries of Product caused by a Force Majeure Event.
9. **INDEMNITY:** To the fullest extent permitted by law, Buyer shall defend, protect, indemnify, and save Seller, its affiliates and their respective officers, directors, and employees (collectively, "Indemnitees") harmless from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, without limitation, attorney's fees and expenses) and costs of every kind and character due for any reason whatsoever, including personal injuries, death, damage to property, damage to the environment, regardless of whether such harm is to Buyer, Indemnitees, the employees or officers of either or any other person (collectively, "Liabilities/Claims"), arising out of or in any way incident to (i) possession, use, transportation, unloading, storage or handling of Product at or after the time title to the Product passes to Buyer; (ii) Buyer's, or Buyer's agents, subcontractors or subsequent purchasers, or any of their employees, use, misuse, or disposal of the Product (including, without limitation, liability for environmental pollution); (iii) use or misuse of rail cars or motor vehicles, except in each case under subsection (i) through (iii) above that Buyer shall not be liable for loss or damage resulting from the sole negligence of the Indemnitees. Buyer's duty of indemnification shall survive the termination of this Agreement or the cessation of business transactions between Buyer and Seller.
10. **GOVERNING LAW:** The Agreement and its execution, performance, interpretation, construction and enforcement shall be governed by the laws of the State of Texas, without regard to its conflicts of law rules.
11. **AMENDMENT; SEVERABILITY:** Neither party shall claim amendment, modification, or release of any provisions hereof unless the same is in writing. In the event any term or provision of this Agreement shall be found by a court of competent jurisdiction to be unenforceable, such term or provision shall be null and void but shall not affect the validity or enforceability of any other term or provision of the Agreement.
12. **CONFIDENTIALITY:** Except as may be agreed to in writing by the affected party, or as may be necessary to perform obligations herein, Buyer and Seller shall maintain in confidence all information disclosed in connection with the Agreement.



Caremoli USA, Inc.

8603 Derrington Rd
Houston, TX 77064

Purchase Order

Phone #	(515)-233-1255
Fax #	(515)-233-2933

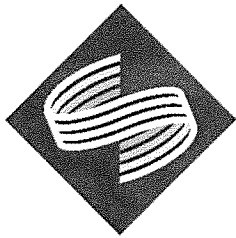
Date	P.O. No.
2/14/2016	5900H

Vendor
Shrieve Chemical Products PO BOX 671667 Dallas, TX 75267-1667

Ship To
Caremoil USA, Inc 8603 Derrington Road Houston, TX 77064

Terms	Requested Delivery Date
	2/15/2016

Item	Description	Qty	Rate	U/M	Amount
H_GSP_004_D	grade A Haryana Splits-1000kg totes	400	1,500.00	MT	600,001.38
5 80MT Releases with Payments Due: 3/15, 4/15, 5/15, 6/15 & 7/15			Total	\$600,001.38	



Shrieve

Invoice

Shrieve Chemical Products Inc

PO Box 671667
Dallas, TX 75267 1667
ABA#111000753 Acct#1881217291
P: (281) 367-4226 F: (281) 367-0071

DATE SHIPPED	02/15/2016
SOLD TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States
SHIPPED TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States

INVOICE DATE	02/15/2016
INVOICE NUMBER	4100047
OUR ORDER NO.	145148
YOUR ORDER NO.	5900H
F.O.B.	Houston, TX
SHIPPED VIA	Customer Pickup
FREIGHT	Collect

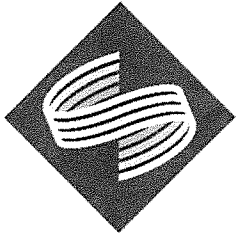
TERMS Net 30 days

DESCRIPTION	QUANTITY	PRICE	AMOUNT
90-92/93%/Grade A/B Split P/U: 145148 Ship Date 02/15/2016	80.0000 Metric Tons @ 1,500.0000 per MTON		\$120,000.00
<p><i>Thank you for your business!</i> <i>SDS for ALL items - Available upon request</i></p>			
Page 1 of 1	Customer Original	INVOICE TOTAL	\$120,000.00

PLEASE REMIT TO Shrieve Chemical Products Inc ABA#111000753 Acct#1881217291 PO Box 671667 Dallas, TX 75267 1667

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9. **COMPLIANCE:** Buyer shall comply fully with all applicable U.S. and non-U.S. laws and regulations in its performance of the Agreement and shall neither take nor refrain from taking any action that could result in liability for either Buyer or Seller under applicable law, including without limitation, the U.S. Foreign Corrupt Practices Act, the OECD Anti-Bribery Convention or any other applicable anti-bribery law or treaty, or those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (31 CFR Chapter V) or the U.S. Commerce Department's Bureau of Industry and Security (15 CFR Parts 730 et seq.). Buyer's breach of the preceding sentence shall constitute cause for immediate termination of the Agreement and Buyer shall be liable for payment of all costs, fines or penalties assessed on Buyer and/or Seller.
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Shrieve

Invoice

Shrieve Chemical Products Inc

PO Box 671667
Dallas, TX 75267 1667
ABA#111000753 Acct#1881217291
P: (281) 367-4226 F: (281) 367-0071

DATE SHIPPED	02/15/2016
SOLD TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States
SHIPPED TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States

INVOICE DATE	02/15/2016
INVOICE NUMBER	4100048
OUR ORDER NO.	145148
YOUR ORDER NO.	5900H
F.O.B.	Houston, TX
SHIPPED VIA	Customer Pickup
FREIGHT	Collect

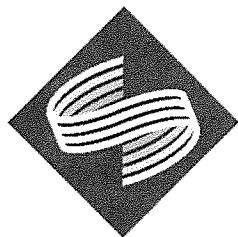
TERMS Net 30 days

DESCRIPTION	QUANTITY	PRICE	AMOUNT
90-92/93%/Grade A/B Split P/U: 145148 Ship Date 02/15/2016	80.0000 Metric Tons @ 1,500.0000 per MTON		\$120,000.00
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Page 1 of 1	Customer Original	INVOICE TOTAL	\$120,000.00

PLEASE REMIT TO Shrieve Chemical Products Inc ABA#111000753 Acct#1881217291 PO Box 671667 Dallas, TX 75267 1667

GENERAL TERMS AND CONDITIONS

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9. **COMPLIANCE:** Buyer shall comply fully with all applicable U.S. and non-U.S. laws and regulations in its performance of the Agreement and shall neither take nor refrain from taking any action that could result in liability for either Buyer or Seller under applicable law, including without limitation, the U.S. Foreign Corrupt Practices Act, the OECD Anti-Bribery Convention or any other applicable anti-bribery law or treaty, or those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (31 CFR Chapter V) or the U.S. Commerce Department's Bureau of Industry and Security (15 CFR Parts 730 et seq.). Buyer's breach of the preceding sentence shall constitute cause for immediate termination of the Agreement and Buyer shall be liable for payment of all costs, fines or penalties assessed on Buyer and/or Seller.
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Shrieve

Invoice

Shrieve Chemical Products Inc

PO Box 671667
Dallas, TX 75267 1667
ABA#111000753 Acct#1881217291
P: (281) 367-4226 F: (281) 367-0071

DATE SHIPPED	02/15/2016
SOLD TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States
SHIPPED TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States

INVOICE DATE	02/15/2016
INVOICE NUMBER	4100049
OUR ORDER NO.	145148
YOUR ORDER NO.	5900H
F.O.B.	Houston, TX
SHIPPED VIA	Customer Pickup
FREIGHT	Collect

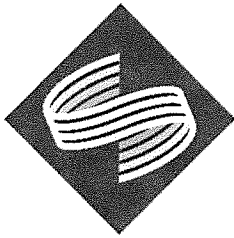
TERMS Net 30 days

DESCRIPTION	QUANTITY	PRICE	AMOUNT
90-92/93%/Grade A/B Split P/U: 145148 Ship Date 02/15/2016	80.0000 Metric Tons @ 1,500.0000 per MTON		\$120,000.00
<p><i>Thank you for your business!</i> <i>SDS for ALL items - Available upon request</i></p>			
Page 1 of 1	Customer Original	INVOICE TOTAL	\$120,000.00

PLEASE REMIT TO Shrieve Chemical Products Inc ABA#111000753 Acct#1881217291 PO Box 671667 Dallas, TX 75267 1667

GENERAL TERMS AND CONDITIONS

1. **APPLICATION:** These General Terms and Conditions ("Terms and Conditions") will apply to all sales of product ("Product") by Shrieve Chemical Company or Shrieve Chemical Products, Inc. and are incorporated into a Sales Agreement, if any, or purchase order (the General Terms and Conditions, singly or in combination with the Sales Agreement or purchase order, referred to herein as the, "Agreement"). In the event of a conflict between the Terms and Conditions and the specific provisions of the Sales Agreement, the specific provisions of the Sales Agreement shall control.
2. **TERMS OF PAYMENT:** Buyer agrees to timely make payment for the full amount of Seller's invoice in U.S. Dollars, without discount, adjustment, or setoff, within thirty (30) days (or such other number of days as may be agreed in writing) from the date of invoice and if not paid on or before said date will be deemed past due. Interest shall be charged on all past due amounts owed by Buyer hereunder at an interest rate equal to the lesser of (i) 5% per annum and (ii) the maximum rate permitted by law, from the payment due date until paid in full.
3. **PERFORMANCE ASSURANCE:** In the event that Seller determines that the creditworthiness or future performance of the Buyer is impaired or unsatisfactory, Seller may (i) suspend deliveries of Product, (ii) require prepayment by wire transfer at least two business days prior to a scheduled shipment of Product, and/or (iii) require collateral in the form of either cash, letter(s) of credit, guaranty, or other security acceptable to Seller at least three business days prior to a scheduled shipment of Product.
4. **INSPECTIONS:** Buyer shall, at its own cost and expense, inspect the Product furnished hereunder immediately after delivery. Buyer's failure to give written notice to Seller of any claim for non-conforming Product within three days from the date of delivery shall constitute acceptance of the Product and a waiver of claims with respect thereto.
5. **WARRANTY/LIMITATION:** As its sole warranty, Seller warrants to Buyer that, at the earlier of the time title to the Product passes to Buyer or risk of loss to the Product passes to Buyer: (i) the Product shall conform to the specifications set forth in the Agreement and (ii) title to the Product shall be free from any security interest, lien or encumbrance. EXCEPT AS SPECIFICALLY SET FORTH IN THE PRECEDING SENTENCE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER AND ITS AFFILIATES HAVE NOT MADE, DO NOT MAKE, AND EXPRESSLY DISCLAIM ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, AS TO THE MERCHANTABILITY, QUANTITY, CONDITION, OR QUALITY OF THE PRODUCT OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE AND THE PRODUCT IS SOLD "AS IS." WITHOUT LIMITATION ON THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL SELLER OR ANY OF ITS AFFILIATES BE LIABLE OR HAVE ANY RESPONSIBILITY TO BUYER OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST EARNINGS, LOST PROFITS, OR BUSINESS INTERRUPTION. Seller's total liability and expense for any claim related indirectly or directly to the Product or this Agreement shall not exceed the purchase price of the portion of the Product in respect to which such claim is made.
6. **DEFAULT/REMEDIES:** Upon the occurrence of any of the following events (a "Default"): (i) Seller shall not have received a payment due from Buyer by the date such payment is due, and such failure shall remain for a period of two days; (ii) the failure by Buyer to provide Performance Assurance when due; (iii) the failure of Buyer to perform any other obligation in the Agreement and such failure is not excused or cured within three business days after written notice thereof; (iv) the filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under bankruptcy, insolvency, reorganization or similar law or otherwise becoming bankrupt or insolvent (however evidenced) or being generally unable to pay its debts as they become due; (vi) dissolution or merger of the Buyer and transfer of a substantial part of the Buyer's assets, THEN Seller may, in its discretion and without notice to Buyer, do any one or more of the following: (i) suspend performance under the Agreement; (ii) terminate the Agreement, whereby any and all obligations of Buyer, including payment and deliveries shall, at the option of the Seller, become immediately due and payable or deliverable, as applicable; (iii) set-off against any amount that Seller (or any of its affiliates) owes to Buyer (or any of its affiliates) under the Agreement or any other agreement between or among any such parties; and/or (iv) initiate legal action to recover amounts due and owing. If Seller suspends performance and withholds delivery of Product as permitted above, it may sell the Product to a third party and add all reasonable costs resulting from Buyer's default, including without limitation, all costs associated with the transportation (including demurrage and other vessel or shipping related charges), storage, and sale of Product to the amount owed by Buyer. Termination for any reason whatsoever will not relieve Buyer of its obligation to pay any unpaid balance due Seller under this Agreement, but shall relieve Seller of any obligation to make additional deliveries.
7. **FORCE MAJEURE:** Seller shall not be liable to Buyer for failure to perform under the Agreement to the extent such failure was caused by a Force Majeure Event. As used herein, "Force Majeure Event" shall mean any cause or event not reasonably within the control of the Seller. Upon providing notice of a Force Majeure Event to Buyer, Seller shall be relieved of its obligation, from the onset of the Force Majeure Event, to make delivery of Product to the extent and for the duration of the Force Majeure Event, and shall not be deemed to have failed in such obligations to Buyer during such occurrence or event. For the duration of the Force Majeure Event, the Seller may allocate available supply of Product among customers or terminate the Agreement if the Force Majeure Event lasts more than sixty days. Under no circumstances shall Seller be obligated to cure deficiencies in deliveries of Product caused by a Force Majeure Event.
8. **INDEMNITY:** To the fullest extent permitted by law, Buyer shall defend, protect, indemnify, and save Seller, its affiliates and their respective officers, directors, and employees (collectively, "Indemnitees") harmless from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, without limitation, attorney's fees and expenses) and costs of every kind and character due for any reason whatsoever, including personal injuries, death, damage to property, damage to the environment, regardless of whether such harm is to Buyer, Indemnitees, the employees or officers of either or any other person (collectively, "Liabilities/Claims"), arising out of or in any way incident to (i) possession, use, transportation, unloading, storage or handling of Product at or after the time title to the Product passes to Buyer; (ii) Buyer's, or Buyer's agents, subcontractors or subsequent purchasers, or any of their employees, use, misuse, or disposal of the Product (including, without limitation, liability for environmental pollution); (iii) use or misuse of rail cars or motor vehicles, except in each case under subsection (i) through (iii) above that Buyer shall not be liable for loss or damage resulting from the sole negligence of the Indemnitees. Buyer's duty of indemnification shall survive the termination of this Agreement or the cessation of business transactions between Buyer and Seller.
9. **COMPLIANCE:** Buyer shall comply fully with all applicable U.S. and non-U.S. laws and regulations in its performance of the Agreement and shall neither take nor refrain from taking any action that could result in liability for either Buyer or Seller under applicable law, including without limitation, the U.S. Foreign Corrupt Practices Act, the OECD Anti-Bribery Convention or any other applicable anti-bribery law or treaty, or those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (31 CFR Chapter V) or the U.S. Commerce Department's Bureau of Industry and Security (15 CFR Parts 730 et seq.). Buyer's breach of the preceding sentence shall constitute cause for immediate termination of the Agreement and Buyer shall be liable for payment of all costs, fines or penalties assessed on Buyer and/or Seller.
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12. **CONFIDENTIALITY:** Except as may be agreed to in writing by the affected party, or as may be necessary to perform obligations herein, Buyer and Seller shall maintain in confidence all information disclosed in connection with the Agreement.



Shrieve

Invoice

Shrieve Chemical Products Inc

PO Box 671667
Dallas, TX 75267 1667
ABA#111000753 Acct#1881217291
P: (281) 367-4226 F: (281) 367-0071

DATE SHIPPED	02/15/2016
SOLD TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States
SHIPPED TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States

INVOICE DATE	02/15/2016
INVOICE NUMBER	4100050
OUR ORDER NO.	145148
YOUR ORDER NO.	5900H
F.O.B.	Houston, TX
SHIPPED VIA	Customer Pickup
FREIGHT	Collect

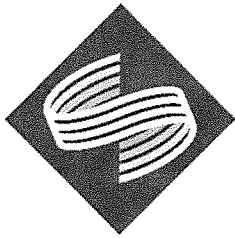
TERMS Net 30 days

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Shrieve

Invoice

Shrieve Chemical Products Inc

PO Box 671667
Dallas, TX 75267 1667
ABA#111000753 Acct#1881217291
P: (281) 367-4226 F: (281) 367-0071

DATE SHIPPED	02/15/2016
SOLD TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States
SHIPPED TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States

INVOICE DATE	02/15/2016
INVOICE NUMBER	4100051
OUR ORDER NO.	145148
YOUR ORDER NO.	5900H
F.O.B.	Houston, TX
SHIPPED VIA	Customer Pickup
FREIGHT	Collect

TERMS Net 30 days

DESCRIPTION	QUANTITY	PRICE	AMOUNT
90-92/93%/Grade A/B Split P/U: 145148 Ship Date 02/15/2016	80.0000 Metric Tons @ 1,500.0000 per MTON		\$120,000.00
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Page 1 of 1	Customer Original	INVOICE TOTAL	\$120,000.00

PLEASE REMIT TO Shrieve Chemical Products Inc ABA#111000753 Acct#1881217291 PO Box 671667 Dallas, TX 75267 1667

GENERAL TERMS AND CONDITIONS

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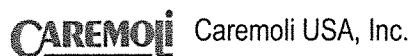
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Caremoli USA, Inc.

8603 Derrington Rd
Houston, TX 77064

Phone #	(515)-233-1255
Fax #	(515)-233-2933

Vendor
Shrieve Chemical Products PO BOX 671667 Dallas, TX 75267-1667

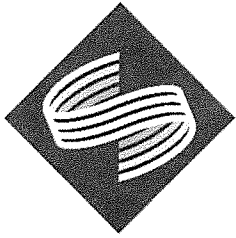
Purchase Order

Date	P.O. No.
2/15/2016	5901H

Ship To
Caremoli USA, Inc 8603 Derrington Road Houston, TX 77064

Terms	Requested Delivery Date
	2/15/2016

Item	Description	Qty	Rate	U/M	Amount
H_GSP_004_D	grade A Haryana Splits-1000kg totes	120	1,500.00	MT	180,000.41
2 60MT Releases with Payments Due: 8/15, 9/15			Total	\$180,000.41	



Shrieve

Invoice

Shrieve Chemical Products Inc

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INVOICE NUMBER	4100052
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FREIGHT	Collect

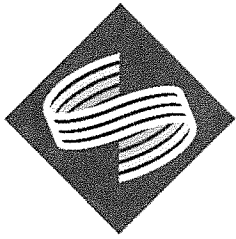
TERMS Net 30 days

DESCRIPTION	QUANTITY	PRICE	AMOUNT
90-92/93%/Grade A/B Split P/U: 145149 Ship Date 02/15/2016	60.0000 Metric Tons @ 1,500.0000 per MTON		\$90,000.00
<p><i>Thank you for your business!</i> <i>SDS for ALL items - Available upon request</i></p>			
Page 1 of 1	Customer Original	INVOICE TOTAL	\$90,000.00

PLEASE REMIT TO Shrieve Chemical Products Inc ABA#111000753 Acct#1881217291 PO Box 671667 Dallas, TX 75267 1667

GENERAL TERMS AND CONDITIONS

1. **APPLICATION:** These General Terms and Conditions ("Terms and Conditions") will apply to all sales of product ("Product") by Shrieve Chemical Company or Shrieve Chemical Products, Inc. and are incorporated into a Sales Agreement, if any, or purchase order (the General Terms and Conditions, singly or in combination with the Sales Agreement or purchase order, referred to herein as the, "Agreement"). In the event of a conflict between the Terms and Conditions and the specific provisions of the Sales Agreement, the specific provisions of the Sales Agreement shall control.
2. **TERMS OF PAYMENT:** Buyer agrees to timely make payment for the full amount of Seller's invoice in U.S. Dollars, without discount, adjustment, or setoff, within thirty (30) days (or such other number of days as may be agreed in writing) from the date of invoice and if not paid on or before said date will be deemed past due. Interest shall be charged on all past due amounts owed by Buyer hereunder at an interest rate equal to the lesser of (i) 5% per annum and (ii) the maximum rate permitted by law, from the payment due date until paid in full.
3. **PERFORMANCE ASSURANCE:** In the event that Seller determines that the creditworthiness or future performance of the Buyer is impaired or unsatisfactory, Seller may (i) suspend deliveries of Product, (ii) require prepayment by wire transfer at least two business days prior to a scheduled shipment of Product, and/or (iii) require collateral in the form of either cash, letter(s) of credit, guaranty, or other security acceptable to Seller at least three business days prior to a scheduled shipment of Product.
4. **INSPECTIONS:** Buyer shall, at its own cost and expense, inspect the Product furnished hereunder immediately after delivery. Buyer's failure to give written notice to Seller of any claim for non-conforming Product within three days from the date of delivery shall constitute acceptance of the Product and a waiver of claims with respect thereto.
5. **WARRANTY/LIMITATION:** As its sole warranty, Seller warrants to Buyer that, at the earlier of the time title to the Product passes to Buyer or risk of loss to the Product passes to Buyer: (i) the Product shall conform to the specifications set forth in the Agreement and (ii) title to the Product shall be free from any security interest, lien or encumbrance. EXCEPT AS SPECIFICALLY SET FORTH IN THE PRECEDING SENTENCE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER AND ITS AFFILIATES HAVE NOT MADE, DO NOT MAKE, AND EXPRESSLY DISCLAIM ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, AS TO THE MERCHANTABILITY, QUANTITY, CONDITION, OR QUALITY OF THE PRODUCT OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE AND THE PRODUCT IS SOLD "AS IS." WITHOUT LIMITATION ON THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL SELLER OR ANY OF ITS AFFILIATES BE LIABLE OR HAVE ANY RESPONSIBILITY TO BUYER OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST EARNINGS, LOST PROFITS, OR BUSINESS INTERRUPTION. Seller's total liability and expense for any claim related indirectly or directly to the Product or this Agreement shall not exceed the purchase price of the portion of the Product in respect to which such claim is made.
6. **DEFAULT/REMEDIES:** Upon the occurrence of any of the following events (a "Default"): (i) Seller shall not have received a payment due from Buyer by the date such payment is due, and such failure shall remain for a period of two days; (ii) the failure by Buyer to provide Performance Assurance when due; (iii) the failure of Buyer to perform any other obligation in the Agreement and such failure is not excused or cured within three business days after written notice thereof; (iv) the filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under bankruptcy, insolvency, reorganization or similar law or otherwise becoming bankrupt or insolvent (however evidenced) or being generally unable to pay its debts as they become due; (v) dissolution or merger of the Buyer and transfer of a substantial part of the Buyer's assets, THEN Seller may, in its discretion and without notice to Buyer, do any one or more of the following: (i) suspend performance under the Agreement; (ii) terminate the Agreement, whereby any and all obligations of Buyer, including payment and deliveries shall, at the option of the Seller, become immediately due and payable or deliverable, as applicable; (iii) set-off against any amount that Seller (or any of its affiliates) owes to Buyer (or any of its affiliates) under the Agreement or any other agreement between or among any such parties; and/or (iv) initiate legal action to recover amounts due and owing. If Seller suspends performance and withholds delivery of Product as permitted above, it may sell the Product to a third party and add all reasonable costs resulting from Buyer's default, including without limitation, all costs associated with the transportation (including demurrage and other vessel or shipping related charges), storage, and sale of Product to the amount owed by Buyer. Termination for any reason whatsoever will not relieve Buyer of its obligation to pay any unpaid balance due Seller under this Agreement, but shall relieve Seller of any obligation to make additional deliveries.
7. **FORCE MAJEURE:** Seller shall not be liable to Buyer for failure to perform under the Agreement to the extent such failure was caused by a Force Majeure Event. As used herein, "Force Majeure Event" shall mean any cause or event not reasonably within the control of the Seller. Upon providing notice of a Force Majeure Event to Buyer, Seller shall be relieved of its obligation, from the onset of the Force Majeure Event, to make delivery of Product to the extent and for the duration of the Force Majeure Event, and shall not be deemed to have failed in such obligations to Buyer during such occurrence or event. For the duration of the Force Majeure Event, the Seller may allocate available supply of Product among customers or terminate the Agreement if the Force Majeure Event lasts more than sixty days. Under no circumstances shall Seller be obligated to cure deficiencies in deliveries of Product caused by a Force Majeure Event.
8. **INDEMNITY:** To the fullest extent permitted by law, Buyer shall defend, protect, indemnify, and save Seller, its affiliates and their respective officers, directors, and employees (collectively, "Indemnitees") harmless from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, without limitation, attorney's fees and expenses) and costs of every kind and character due for any reason whatsoever, including personal injuries, death, damage to property, damage to the environment, regardless of whether such harm is to Buyer, Indemnitees, the employees or officers of either or any other person (collectively, "Liabilities/Claims"), arising out of or in any way incident to (i) possession, use, transportation, unloading, storage or handling of Product at or after the time title to the Product passes to Buyer; (ii) Buyer's, or Buyer's agents, subcontractors or subsequent purchasers, or any of their employees, use, misuse, or disposal of the Product (including, without limitation, liability for environmental pollution); (iii) use or misuse of rail cars or motor vehicles, except in each case under subsection (i) through (iii) above that Buyer shall not be liable for loss or damage resulting from the sole negligence of the Indemnitees. Buyer's duty of indemnification shall survive the termination of this Agreement or the cessation of business transactions between Buyer and Seller.
9. **COMPLIANCE:** Buyer shall comply fully with all applicable U.S. and non-U.S. laws and regulations in its performance of the Agreement and shall neither take nor refrain from taking any action that could result in liability for either Buyer or Seller under applicable law, including without limitation, the U.S. Foreign Corrupt Practices Act, the OECD Anti-Bribery Convention or any other applicable anti-bribery law or treaty, or those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (31 CFR Chapter V) or the U.S. Commerce Department's Bureau of Industry and Security (15 CFR Parts 730 et seq.). Buyer's breach of the preceding sentence shall constitute cause for immediate termination of the Agreement and Buyer shall be liable for payment of all costs, fines or penalties assessed on Buyer and/or Seller.
10. **GOVERNING LAW:** The Agreement and its execution, performance, interpretation, construction and enforcement shall be governed by the laws of the State of Texas, without regard to its conflicts of law rules.
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12. **CONFIDENTIALITY:** Except as may be agreed to in writing by the affected party, or as may be necessary to perform obligations herein, Buyer and Seller shall maintain in confidence all information disclosed in connection with the Agreement.



Shrieve

Invoice

Shrieve Chemical Products Inc

PO Box 671667
Dallas, TX 75267 1667
ABA#111000753 Acct#1881217291
P: (281) 367-4226 F: (281) 367-0071

DATE SHIPPED	02/15/2016
SOLD TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States
SHIPPED TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States

INVOICE DATE	02/15/2016
INVOICE NUMBER	4100053
OUR ORDER NO.	145149
YOUR ORDER NO.	5901H
F.O.B.	Houston, TX
SHIPPED VIA	Customer Pickup
FREIGHT	Collect

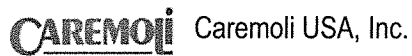
TERMS Net 30 days

DESCRIPTION	QUANTITY	PRICE	AMOUNT
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Caremoli USA, Inc.

8603 Derrington Rd
Houston, TX 77064

Purchase Order

Phone #	(515)-233-1255
Fax #	(515)-233-2933

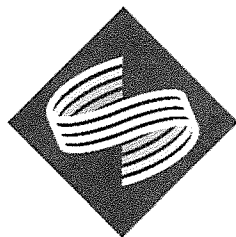
Date	P.O. No.
2/16/2016	5905H

Vendor
Shrieve Chemical Products PO BOX 671667 Dallas, TX 75267-1667

Ship To
Caremoil USA, Inc 8603 Derrington Road Houston, TX 77064

Terms	Requested Delivery Date
	2/15/2016

Item	Description	Qty	Rate	U/M	Amount
H_GSP_004_D	grade A Haryana Splits-1000kg totes	66	1,500.00	MT	99,000.23
1 66MT Release with Payment Due: 10/15			Total	\$99,000.23	



Shrieve

Invoice

Shrieve Chemical Products Inc

PO Box 671667
Dallas, TX 75267 1667
ABA#111000753 Acct#1881217291
P: (281) 367-4226 F: (281) 367-0071

DATE SHIPPED	02/15/2016
SOLD TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States
SHIPPED TO	Caremoli USA, Inc. 8603 Derrington Rd Houston, TX 77064- United States

INVOICE DATE	02/15/2016
INVOICE NUMBER	4100046
OUR ORDER NO.	145144
YOUR ORDER NO.	5905H
F.O.B.	Houston, TX
SHIPPED VIA	Customer Pickup
FREIGHT	Collect

TERMS Net 120 days

DESCRIPTION	QUANTITY	PRICE	AMOUNT
90-92/93%/Grade A/B Split P/U: 145144 Ship Date 02/15/2016	66.0000 Metric Tons @ 1,500.0000 per MTON		\$99,000.00
<p><i>Thank you for your business!</i> <i>SDS for ALL items - Available upon request</i></p>			
Page 1 of 1	Customer Original	INVOICE TOTAL	\$99,000.00

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